



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

COMMISSIONER'S OFFICE
SUITE 700, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2848

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

January 20, 2016

Fiscal Review Committee
8th Floor, Rachel Jackson Bldg.
320 Sixth Avenue North
Nashville, TN 37243

RE: US Engineering Solutions Corp.
BridgeWatch Bridge Monitoring and Alert System

Committee Members,

The referenced contract provides for the continuation of a web-based monitoring software system to predict, identify, prepare for, manage, and record potentially destructive environmental events for the Tennessee Department of Transportation (TDOT). The Contractor has provided this service since 2012 at which time the contract was advertised for bid through the Invitation to Bid process.

This package contains the following materials as required by your office:

1. Supplemental Documentation Required for Fiscal Review Committee form.
2. A copy of the approved Special Contract Request approving the Sole Source Procurement Method.
3. A copy of the proposed Scope of Work and Specification Document.
4. A copy of the proposal from US Engineering Solutions to the Department of Transportation.
5. A copy of the approved STS Pre-Approval Endorsement Request.
6. A copy of the Requisition submitted by the Department of Transportation.
7. A copy of the Central Procurement Office Terms and Conditions.

Please advise if you have any questions or comments.

Sincerely,

A handwritten signature in blue ink, appearing to read "John C. Schroer", is written over a horizontal line.

John C. Schroer
Commissioner

Supplemental Documentation Required for Fiscal Review Committee

*Contact Name:	BridgeWatch Bridge Monitoring and Alert System	*Contact Phone:	615-741-7864
*Presenter's name(s):	Paul Degges and Brian Carroll		
Edison Contract Number: <i>(if applicable)</i>		RFS Number: <i>(if applicable)</i>	40100-267027
*Original or Proposed Contract Begin Date:	6/1/2017	*Current or Proposed End Date:	5/31/2022
Current Request Amendment Number: <i>(if applicable)</i>			
Proposed Amendment Effective Date: <i>(if applicable)</i>			
*Department Submitting:		Department of Transportation	
*Division:		IT	
*Date Submitted:			
*Submitted Within Sixty (60) days:		Yes	
<i>If not, explain:</i>			
*Contract Vendor Name:		USEngineering Solutions Corporation	
*Current or Proposed Maximum Liability:		\$1,207,500.00	
*Estimated Total Spend for Commodities:			
*Current or Proposed Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>			
FY: 2017	FY: 2018	FY: 2019	FY: 2020
\$20,000	\$241,500	\$241,500	\$241,500
FY: 2021	FY: 2022		
\$241,500	\$221,500		
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from Edison)</i>			
FY:	FY:	FY:	FY:
\$NA	\$NA	\$NA	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			
*Contract Funding Source/Amount:			

Supplemental Documentation Required for
Fiscal Review Committee

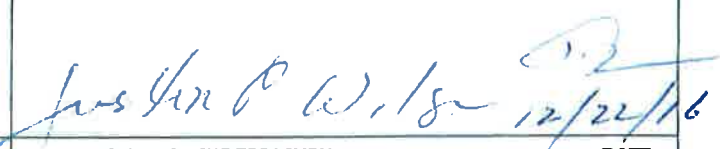
State:	\$241,500	Federal:	\$966,000
<i>Interdepartmental:</i>		<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
NA		NA	
Method of Original Award: <i>(if applicable)</i>			
<p>*What were the projected costs of the service for the entire term of the contract prior to contract award?</p> <p>How was this cost determined?</p>		<p>\$1,207,500</p> <p>Costs determined based on prior contract/experience with the supplier, and supplier proposal</p>	
<p>*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.</p>		<p>BridgeWatch is the application currently used by the state for the monitoring of scour-critical and unknown foundation bridges around the state. The BridgeWatch application was originally selected in 2012 based on a competitive sourcing event. The application has been customized to fit our data and monitoring needs. Changing applications would be costly and disruptive to the ongoing State monitoring operations.</p> <p>This is a Sole Source contract. The USEngineering Solutions (USES) Corporation proposal submitted to TDOT states “USES is the only company that can license and provide BridgeWatch.”</p>	

Special Contract Request

This form should be utilized to facilitate contract and procurement requests that require the Chief Procurement Officer's prior approval and that of the Comptroller of the Treasury, as applicable.

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.


Route a completed request, as one file in PDF format, via e-mail attachment sent to: agsprs.agsprs@tn.gov.

APPROVED Michael F. Perry -AK <small>Digitally signed by Michael F. Perry -AK DN: cn=Michael F. Perry -AK, o=CPO, ou=CPO, email=andy.kidd@tn.gov, c=US Date: 2016.12.21 15:42:34 -06'00'</small>		APPROVED  12/24/16	
CHIEF PROCUREMENT OFFICER	DATE	COMPTROLLER OF THE TREASURY	DATE

Request Tracking #	40100-267027
1. Contracting Agency	Transportation (TDOT)
2. Type of Contract or Procurement Method	<input type="checkbox"/> No Cost <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Sole Source <input type="checkbox"/> Proprietary <input type="checkbox"/> Competitive Negotiation <input type="checkbox"/> Other _____
3. Requestor Contact Information	Mark. D. Patterson, <u>mark.d.patterson@tn.gov</u> , Phone 615-532-3010
4. Brief Goods or Services Caption	BridgeWatch Bridge Monitoring and Alert System
5. Description of the Goods or Services to be Acquired	BridgeWatch is a web-based monitoring software solution used by TDOT to predict, identify, prepare for, manage, and record potentially destructive environmental events. This system proactively monitors, in real time, bridge infrastructure to better protect against hazardous, costly, and potentially catastrophic events.
6. Proposed Contractor	USEngineering Solutions Corp.
7. Name & Address of the Contractor's principal owner(s) - NOT required for a TN state education institution	Douglas Campbell, President, USEngineering Solutions Corp., 3 Lewis Street, Hartford, Connecticut 06103

Request Tracking #	40100-267027
8. Proposed Contract Period – with ALL options to extend exercised <i>The proposed contract start date shall follow the approval date of this request.</i>	60 months
9. Office for Information Resources Pre-Approval Endorsement Request <i>– information technology (N/A to THDA)</i>	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached
10. eHealth Pre-Approval Endorsement Request <i>– health-related professional, pharmaceutical, laboratory, or imaging</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
11. Human Resources Pre-Approval Endorsement Request <i>– state employee training</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
12. Are these goods or services currently available on a statewide contract? If YES, please explain why the current statewide contract is not being used for this procurement.	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES,
13. Maximum Contract Cost – with ALL options to extend exercised	\$ 1,207,500.00
14. Was there an initial government estimate? If so, what amount?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES, \$
15. Cost Determination Used- How did agency arrive at the estimate of expected costs?	Supplier Provided
16. Explanation of Fair and Reasonable Price- Explain how agency determined that price is fair and reasonable	The proposed pricing is similar to four other state DOTs, and is the same as it is on the existing BridgeWatch contract (with a small decrease since old bridges were replaced with new ones that don't need monitoring)
17. Documentation of Discussions with Contractor- How did agency document discussions with Contractor? Attach documentation to this request as applicable.	Emails and Teleconferences
18. Explanation of Need for or requirement placed on the State to acquire the goods or services	BridgeWatch is an Internet based bridge monitoring and alert system for scour critical and unknown foundation bridges around the state. It has been customized to use TDOT specified bridge data and flood event threshold information, to monitor scour critical and unknown foundation bridges 24/7/365 from NOAA, NWS, USGS and other TDOT owned devices such as on-site monitoring equipment. The FHWA requires the monitoring of scour critical and unknown foundation bridges. This program meets applicable FHWA bridge monitoring requirements.

Request Tracking #	40100-267027
19. Proposed contract impact on current State operations	This contract will maintain existing State monitoring operations at expiration of the current contract, and will ensure TDOT is in compliance with FHWA bridge monitoring requirements.
20. Justification – Specifically explain why the goods or services should be acquired through the procurement method or contract type selected.	<p>BridgeWatch is the application currently in use by the State for the monitoring of scour critical and unknown foundation bridges around the state. The BridgeWatch application was originally selected in 2012 based on a competitive sourcing event. The application has been customized to fit our data and monitoring needs. Changing applications would be costly and disruptive to the ongoing State monitoring operations.</p> <p>This is a Sole Source contract. The USEngineering Solutions (USES) Corporation proposal submitted to TDOT states "USES is the only company that can license and provide BridgeWatch."</p>
For No Cost and Revenue Contracts Only	
21. What costs will the State incur as a result of this contract? If any, please explain.	
22. What is the total estimated revenue that the State would receive as a result of this contract?	
23. Could the State also contract with other parties interested in entering substantially the same agreement? Please explain.	<input type="checkbox"/> NO <input type="checkbox"/> YES
24. Summary of State responsibilities under proposed contract	
For Sole Source and Proprietary Procurements Only	
25. Explanation of Need for or requirement placed on the State to acquire the goods or services	This contract will maintain existing State monitoring operations at expiration of the current contract, and will ensure TDOT compliance with FHWA bridge monitoring requirements.

Request Tracking #	40100-267027
26. Evidence of Contractor's experience & length of experience providing the goods or services to be procured.	Since 2002, USEngineering Solutions Corp. has coupled skilled leadership, capable technical staff and extensive experience in the critical infrastructure and software industries to assist with the rigors of bridge, dam, levee and infrastructure monitoring and management. They have been under contract with TDOT since 2012 for the BridgeWatch application, which meets applicable FHWA bridge monitoring requirements.
27. Has the contracting agency procured the subject goods or services before? If yes, provide the method used to purchase the goods or services and the name and address of the contractor.	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES, Method: Competitive Sourcing Event (Current TDOT Contract #31972) Name/Address: US Engineering Solutions Corp., 3 Lewis Street, Hartford, Connecticut 06103
28. Contractor selection process and efforts to identify reasonable, competitive, procurement alternatives	The BridgeWatch application was originally selected in 2012 based on a competitive sourcing event. Changing applications would be costly and disruptive to the ongoing State monitoring operations. This is a Sole Source contract. The USEngineering Solutions (USES) Corporation proposal submitted to TDOT states "USES is the only company that can license and provide BridgeWatch."
Signature Required for all Special Contract Requests	
Signature of Agency head or authorized designee, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)	
Signature: 	Date: DEC 20 2016



**TO: Director of Sourcing
Staff Attorney - Sourcing**

FROM: Chris Benson, Sourcing Account Specialist

DATE: December 21, 2016

SUBJECT: Recommendation of Special Contract Request CY16-7825

**Chris
Benson**

Digitally signed by Chris Benson
DN: cn=Chris Benson, o=Central
Procurement Office,
ou=Sourcing Account Specialist -
TDOT,
email=chris.benson@tn.gov,
c=US
Date: 2016.12.21 13:37:16 -06'00'

Tennessee Department of Transportation (TDOT) is requesting a sole-source, five-year contract for BridgeWatch Bridge Monitoring and Alert system software. This software is a web-based monitoring software solution used by TDOT to monitor, in real time, bridge infrastructure to protect against catastrophic events. BridgeWatch was selected through a competitive solicitation in 2012 and was customized for TDOT's use during implementation. Changing applications would be costly and disruptive to the ongoing State monitoring operations. US Engineering Solutions Corporation is the manufacturer and sole-source of the software.

Because US Engineering Solutions Corporation is the sole-source for this procurement, I, Chris Benson, recommend approval of this sole-source request.

Andy T. Kidd

Digitally signed by Andy T. Kidd
DN: cn=Andy T. Kidd, o=CPO,
ou=CPO - Sourcing,
email=andy.kidd@tn.gov, c=US
Date: 2016.12.21 15:42:23 -06'00'

Director of Sourcing

Date

Kevin C. Bartels

Digitally signed by Kevin C. Bartels
DN: cn=Kevin C. Bartels, o=CPO, ou,
email=Kevin.C.Bartels@tn.gov, c=US
Date: 2016.12.21 14:04:36 -06'00'

Staff Attorney - Sourcing

Date

Bridge Monitoring & Alert System Scope of Work & Specifications

Document # TDOT-BMAS-001, Rev New

December 9, 2016

THIS SCOPE OF WORK AND SPECIFICATION DOCUMENT IS FOR THE PROVISION OF A BRIDGE MONITORING AND ALERT SYSTEM AS FURTHER DEFINED HEREIN.

1. SUPPLIER SHALL PROVIDE A BRIDGE MONITORING AND ALERT SYSTEM THAT IS INTERNET BASED THROUGH A SECURE POINT OF ENTRY IN THE ASP ENVIRONMENT FOR STATE AND LOCAL GOVERNMENT USERS 24 HOURS PER DAY, 7 DAYS PER WEEK, 365 DAYS PER YEAR.
2. SUPPLIER SHALL PROVIDE TO TDOT A BRIDGE MONITORING AND ALERT SYSTEM WHICH CONSISTS OF ACCESS TO AN ONLINE, WEB DRIVEN, APPLICATION SERVICE PROVIDER (ASP) ENVIRONMENT THROUGH WHICH TDOT AUTHORIZED END USERS MAY ACCESS AND USE THE SOFTWARE PRODUCTS, PROGRAMS, DOCUMENTATION AND RELATED FILES AND MATERIALS, AND ACCESS AND MAINTAIN BRIDGE INFORMATION, TDOT DATA, AND DATA FILES WITH THE MAXIMUM MEMORY USAGE LEVEL. NO RESIDENT PROGRAMS OR SOFTWARE WILL BE ALLOWED ON TDOT HARDWARE OR SERVERS.
3. THE BRIDGE MONITORING AND ALERT SYSTEM SHALL USE GRAPHICAL USER INTERFACE SUPPORTED BY GIS AND THE ABILITY TO REVIEW REAL TIME DATA SOURCES SUCH AS THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA), THE NATIONAL WEATHER SERVICE (NWS), THE UNITED STATES GEOLOGICAL SURVEY (USGS), AND OTHER TDOT OWNED DEVICES SUCH AS REMOTE SITE MONITORING EQUIPMENT AS REQUIRED.
4. SUPPLIER SHALL IMPLEMENT TDOT BRIDGE DATABASE FOR A MINIMUM 1800 SCOUR CRITICAL AND UNKNOWN FOUNDATION BRIDGE STRUCTURES. DATABASE MUST INCLUDE AS A MINIMUM: BRIDGE ID NUMBER, COUNTY, ROUTE, LOG MILE, CROSSING, LATITUDE, LONGITUDE, OWNER AND CONTACT INFORMATION, DRAINAGE AREAS IN GIS FORMAT, AND PLANS OF ACTION (POAS) IN PDF FORMAT FOR EACH BRIDGE. BRIDGES WILL BE ADDED AND DELETED AS NEEDED ON AN ANNUAL BASIS MINIMUM. SYSTEM ALERTS AND EVENTS TRIGGERING THOSE ALERTS SHALL BE STORED IN SYSTEM PERMANENTLY FOR FUTURE ACCESS AND FUTURE USE IN HISTORICAL ANALYSIS AT ANY PARTICULAR BRIDGE SITE. ABILITY TO UPLOAD SUPPORT DOCUMENTS (AS BUILT PLANS, PHOTOS, VIDEO, PDF, ETC) FOR INDIVIDUAL BRIDGE LOCATIONS SHALL BE REQUIRED.
5. SUPPLIER SHALL IMPLEMENT A PROVISION OF AUTOMATED NOTIFICATION OF ALARMS AND WARNINGS SENT DIRECTLY TO AUTHORIZED TDOT AND DESIGNATED TENNESSEE LOCAL GOVERNMENT END USERS VIA DESIGNATED AND COMPATIBLE FAX, EMAIL, PAGERS, SMS, AND CELL PHONES REGARDLESS OF SERVICE PROVIDER.

Bridge Monitoring & Alert System

Scope of Work & Specifications

Document # TDOT-BMAS-001, Rev New

December 9, 2016

6. SUPPLIER SHALL PROVIDE TDOT APPROPRIATE ACCESS INFORMATION, INCLUDING WITHOUT LIMITATION, PASSWORDS, USERNAMES, AUTHENTICATION INFORMATION OR WEB ADDRESSES, TO PERMIT ACCESS TO ASP SERVICES.
7. SUPPLIER SHALL MAINTAIN WEB BASED USER CONTACT ENROLLMENT PAGE FOR LOCAL GOVERNMENT USERS TO UPDATE THEIR CONTACT INFORMATION FOR RECEIPT OF ALERTS.
8. SUPPLIER SHALL PROVIDE ABILITY TO CONFIGURE ACCESS LEVEL CAPABILITIES FOR INDIVIDUAL END USERS. THIS SHALL INCLUDE ABILITY TO DESIGNATE ACCESS TO SPECIFIC GEOGRAPHIC AREAS WITHIN THE STATE.
9. SUPPLIER SHALL PROVIDE DESIGNATED TDOT STAFF ACCESS TO SYSTEM'S ADMINISTRATIVE INTERFACE TO MANAGE USER PROFILES, CREATE REPORTS, AND ACCESS ARCHIVED DATA.
10. SUPPLIER SHALL PROVIDE DIAGNOSTIC TOOLS TO DISPLAY DATA ISSUES AND DEFECTS.
11. SUPPLIER SHALL PROVIDE TDOT SERVER HARDWARE, SERVER RESIDENT COMPUTER SOFTWARE, TELECOMMUNICATIONS OR OTHER NETWORK COMMUNICATION, AND OTHER EQUIPMENT LINKING THE ASP ENVIRONMENT TO THE WORLD WIDE WEB. ANY EQUIPMENT THAT MAY BE PROVIDED FOR ACCESS WILL REMAIN THE PROPERTY OF THE SUPPLIER.
12. IN THE EVENT, SUPPLIER SHALL PERFORM MAINTENANCE, BUG FIXES, UPGRADES, ETC., TDOT MUST BE PROVIDED AT LEAST 24 HOURS NOTICE. A PERMANENT OFF SITE DATA STORAGE BACK UP PLAN SHALL BE PROVIDED IN CASE OF EMERGENCY, SO THAT DATA AND REAL TIME MONITORING OF BRIDGES IS NOT INTERRUPTED FOR LONG PERIODS OF TIME.
13. TDOT WILL PROMPTLY NOTIFY SUPPLIER VIA TELEPHONE OR EMAIL OF UNEXPECTED OR UNSCHEDULED INTERRUPTION IN THE ABILITY OF THE AUTHORIZED USERS TO ACCESS THE ASP ENVIRONMENT. AN INTERRUPTION PERIOD WILL MEAN THE PERIOD OF TIME COMMENCING ON THE SUPPLIER'S RECEIPT OF A NOTIFICATION FROM TDOT OF ANY SERVICE INTERRUPTION AND CONTINUING UNTIL SUCH TIME AS ACCESS TO THE ASP ENVIRONMENT IS RESTORED. ALL REASONABLE EFFORTS TO REMEDY THE SYSTEM WITHIN 24 HOURS MUST BE MADE BY THE SUPPLIER.
14. SUPPLIER SHALL PROVIDE OPERABLE BRIDGE MONITORING AND ALERT SYSTEM INCLUDING THAT DESCRIBED ABOVE BY JUNE 1, 2017, SO TDOT CAN AVOID POTENTIAL PENALTIES AND RISK TO PUBLIC SAFETY FOR DISRUPTION IN CURRENT SERVICE.

Tennessee Department of Transportation (TDOT)

Bridge Monitoring & Alert System

Scope of Work & Specifications

Document # TDOT-BMAS-001, Rev New

December 9, 2016

15. TDOT WILL USE RIVER GAUGE AND STREAMSTATS DATA TO PROVIDE ALL BRIDGE ASSOCIATION DATA SUITABLE FOR ARCVIEW FORMAT OR OTHER FORMATS AS APPROPRIATE.
16. TDOT WILL PROVIDE THE SUPPLIER WITH AUTHORIZED END USER PROFILE INFORMATION IN A FORMAT MUTALLY AGREEABLE TO BOTH PARTIES.
17. TDOT WILL PROVIDE THE SUPPLIER WITH THRESHOLDS FOR RAINFALL IN INCHES PER HOUR FOR EACH BRIDGE TO TRIGGER THE SYSTEM ALERTS (THE "RAINFALL EVENT" THRESHOLDS).
18. TDOT WILL PROVIDE THE SUPPLIER WITH THRESHOLDS FOR RIVER FLOW / STAGE FOR EACH BRIDGE TO TRIGGER SYSTEM ALERTS WITH RESPECT TO ITS ASSOCIATED RIVER GAUGE OR OTHER TDOT OWNED DEVICE AS NEEDED (THE "FLOW EVENT" THRESHOLDS).
19. TDOT WILL PROVIDE THE SUPPLIER WITH THRESHOLDS FOR SEISMIC OR OTHER PARAMETERS AS NEEDED FOR SPECIAL SITE MONITORING ADDED AS NEEDED.
20. SUPPLIER SHALL PROVIDE THREE SATISFACTORY STATE DOT REFERENCES FOR BRIDGE MONITORING FOR SCOUR CRITICAL AND UNKNOWN FOUNDATION BRIDGES.

TRAINING

1. SUPPLIER SHALL SUPPLY TDOT WITH ALL TRAINING / USER MANUALS.
2. SUPPLIER SHALL CONDUCT ONE DAY OF ON SITE SYSTEM TRAINING FOR ALL TDOT USERS AND ONE DAY FOR LOCAL GOVERNMENT USERS. TRAINING SHALL CONSIST OF:
 - a. HOW TO ACCESS THE SYSTEM THROUGH THE WORLD WIDE WEB
 - b. HOW TO NAVIGATE THROUGH THE SYSTEM SOFTWARE
 - c. HOW TO NAVIGATE THROUGH THE SYSTEM DATABASE
 - d. HOW TO INTERPRET SYSTEM DATA AND ALERTS
 - e. HOW TO REACT TO ALERTS

SUPPLIER'S BID SHALL INCLUDE ALL COSTS (I.E., TRAVEL, LODGING, MEALS, ETC.) ASSOCIATED WITH TRAINING.

LICENSE AND SUPPORT SERVICES

Tennessee Department of Transportation (TDOT)

Bridge Monitoring & Alert System

Scope of Work & Specifications

Document # TDOT-BMAS-001, Rev New

December 9, 2016

1. SUPPLIER SHALL PROVIDE TDOT WITH ANY UPDATES, REVISIONS OR MODIFICATIONS TO SOFTWARE AND PROVIDE ONGOING MAINTENANCE TO THE ASP SERVICES, EQUIPMENT, AND SOFTWARE.
2. SUPPLIER SHALL INCLUDE SUPPORT SERVICES BY EMAIL OR BY TELEPHONE MONDAY THROUGH FRIDAY (EXCEPT HOLIDAYS) FROM 9:00 AM EASTERN STANDARD TIME TO 5:00 PM EASTERN STANDARD TIME.

WARRANTY

WARRANTY SHALL BE EFFECTIVE FOR SIXTY (60) DAYS FOLLOWING THE PROVISION OF ANY ASP SERVICES.



BridgeWatch® Proposal

Presented To:

The Tennessee Department of Transportation

December 5, 2016

**Joseph P. Scannell
President
USEngineering Solutions Corporation
3 Lewis Street
Hartford, CT 06103
(860) 524-9110 ext.100
jscannell@usengineeringsolutions.com**

Confidential Information

All information relating to USEngineering Solutions' products and services (including this proposal) is considered confidential information of USEngineering Solutions and must be held in the strictest confidence. Confidential information also includes any information relating to USEngineering Solutions or its business that is marked confidential or that should, by its nature, be reasonably considered to be confidential information (including email correspondence). Accordingly, these materials and any other USEngineering Solutions' confidential information is intended to be accessed and used solely by the authorized users within your agency, and may not be disclosed, copied, distributed, transferred, loaned, sold, or otherwise made available to any third parties at any time without the prior written permission of USEngineering Solutions. Examples of third parties include your agency's consultants, technology providers, and vendors.

BridgeWatch® is a registered trademark of USEngineering Solutions Corporation and USEngineering Solutions Corporation is the owner of United States Patent #6,862,528 entitled "Monitoring System and Process for Structural Instabilities due to Environmental Processes" dated March 1, 2005.

If you have any questions or concerns relating to the confidential treatment of these materials or any other USEngineering Solutions' confidential information, contact your USEngineering Solutions' Account Manager or Sales Representative.

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Executive Summary

USEngineering Solutions Corporation (“**USES**”) is pleased to present the Tennessee Department of Transportation (“**TDOT**”) with this proposal for licensing the BridgeWatch® web-based hazard monitoring and training tool.

This document will briefly describe the proposed monitoring, license and maintenance fees for continuing the existing TDOT BridgeWatch system for the next five years.

By choosing USES, you will have a partner for TDOT who can provide the technologies to help you manage the monitoring of potentially dangerous environmental conditions, cost effectively, and efficiently.

Company Background

USES is a software-as-a-service (“**SaaS**”) provider that enables public safety officials and asset managers to monitor, in real-time, environmental conditions that can adversely affect infrastructure. USES’ BridgeWatch system provides clients with early warning of potentially destructive environmental conditions through electronic notification. USES is the only company that can license and provide BridgeWatch.

Description of Proposed Solution

BridgeWatch®

- BridgeWatch is a web-based software application that empowers engineers and public officials to predict, identify, prepare for, and record potentially destructive events. For the first time, public safety officials will be able to efficiently dispatch emergency personnel, safety inspectors, and maintenance workers before, during, and after a hazardous event affects their inventory of structures. BridgeWatch can be configured to identify the occurrence of environmental hazards and collect relevant structure information, several sources of real-time meteorologic data, hydrologic data, seismologic data and any monitoring device data available.
- BridgeWatch fosters the ability to have increased communication and coordination by automatically contacting key personnel and informing them of potentially destructive events linked to individual thresholds and user-defined emergency response protocols.
- Users of BridgeWatch can access, in real-time, a graphical display of their geographic data, an inventory of structures being monitored, and the list of those structures experiencing their respective critical event. A watch list of structures identifies the priority list of those structures requiring action according to a user-defined protocol. The BridgeWatch system can, dependent upon configuration, also provide the user with pertinent structure information, real-time meteorological data, hydrological data, and any monitoring device data available. Beyond timely effectuation of emergency response protocol, users will be able to document off-site and on-site responses electronically.
- BridgeWatch is designed to be an active/pro-active monitoring system utilizing an encrypted web-based system that is accessible anytime, anywhere in the state or the world, provided the user has web-access and proper security credentials. The flexibility of secured remote access allows TDOT to make informed decisions regarding hazard related response from anywhere and anytime.

Pricing

BridgeWatch pricing is based on several key variables:

1. Annual Monitoring Fee
2. System Licensing and Maintenance
3. Administrative Costs
4. Optional Services
 - Hardware and Additional Software (if requested)
 - Mobile Accessibility (including devices and mobile broadband)
 - Additional User Training (if requested)
 - Professional Services and Consulting Services (if requested)
 - Customer Service and Emergency Service (if requested)

Annual Monitoring Fee – Statewide Bridges *(pre-paid annually):*

Total Annual Monitoring Fee: **\$180,000**

Includes:

1. Active population of structures is estimated to be one thousand eight hundred (1,800) with an additional seven hundred (700) included in the proposed annual fee. Each additional structure beyond the allotted twenty five hundred (2,500) will cost an additional \$25.00 per year pro-rated for that contract year.
2. Automated notification of alerts and warnings sent directly to registered TDOT users via designated and compatible fax, email, pagers, and cell phones.
3. Secured access to TDOT BridgeWatch ASP environment interface via internet by authorized TDOT users.
4. Data back-up offline (bi-monthly).

Annual Licensing and Maintenance Fees *(pre-paid annually):*

Total Annual Licensing and Support Fees **\$30,000**

Includes:

1. Base licensing and maintenance updates
2. User profile maintenance and additions
3. Base structure information updates
4. Standard Customer Support (9 A.M. – 5 P.M. EST Mon-Fri)

Optional Services

Hardware and Additional Software	TBD
Additional User Training (per hour/plus travel and expenses)	\$150
Professional and Consulting Services (per hour/plus travel and expenses)	\$175
Customer Support outside Standard Hours (per hour)	\$175



STS Pre-Approval Endorsement Request E-Mail Transmittal

TO : STS Contracts
Department of Finance & Administration
E-mail : it.abc@tn.gov

FROM : Mark D. Patterson
E-mail : mark.d.patterson@tn.gov

DATE : 12/7/2016

RE : Request for STS Pre-Approval Endorsement

Applicable RFS # 40100-267027

State Security Confidential Information Applicability

Under Tenn. Code Ann. §10-7-504(i) vendor identity or a description of the goods or services provided by the vendor shall be confidential.

- ☐ Applicable
☒ Not Applicable

STS Endorsement Signature & Date:

**Mark F. Bengel (Robert
Fayne)**

Digitally signed by Mark F. Bengel (Robert
Fayne)

Date: 2016.12.13 14:12:52 -06'00'

Chief Information Officer

NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.

Strategic Technology Solutions (STS) pre-approval endorsement is required pursuant to procurement regulations pertaining to contracts with information technology as a component of the scope of service. This request seeks to ensure that STS is aware of and has an opportunity to review the procurement detailed below and in the attached document(s). This requirement applies to any procurement method regardless of dollar amount.

Please indicate STS endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency	Transportation
Agency Contact (name, phone, e-mail)	Mark D. Patterson, 615-532-3010, mark.d.patterson@tn.gov

Applicable RFS # 40100-267027

Attachments Supporting Request (mark all applicable)

Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to STS. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. STS is aware that these documents will not have CPO signature when submitted with this request.

- ☐ Solicitation Document
- ☒ Special Contract Request
- ☐ Amendment Request
- ☐ Proposed Contract/Grant or Amendment
- ☐ Original Contract/Grant and Previous Amendments (if any)

Information Systems Plan (ISP) Project Applicability

To avoid delay of STS pre-approval, the applicability of an ISP project to the procurement must be confirmed with agency IT staff prior to submitting this request to STS. If necessary, agency IT staff should contact STS Planning with questions concerning the need for an ISP project.

IT Director/Staff Name Confirming (required):

- ☐ Applicable – Approved ISP Project#
- ☒ Not Applicable

Subject Information Technology Service Description

Provide a brief summary of the information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, *etc.* As applicable, identify the contract or solicitation sections related to the IT services.

This is for a 5-year contract to re-procure the BridgeWatch bridge monitoring and alert system. The supplier is USEngineering Solutions Corp. BridgeWatch is a web-based monitoring software solution currently in use by TDOT to predict, identify, prepare for, manage, and record potentially destructive environmental events. This system proactively monitors, in real time, bridge infrastructure to better protect against hazardous, costly, and potentially catastrophic events. It is been customized to use TDOT specified bridge data and flood event threshold information to monitor scour critical and unknown foundation bridges 24/7/365 from NOAA, NWS, USGS and other TDOT owned devices such as on-site monitoring equipment. The FHWA requires the monitoring of scour critical and unknown foundation bridges. This program meets applicable FHWA bridge monitoring requirements.

Business Unit: 40100	Requester: DANH1031002	Status: Open
Requisition: 0000267027	Requested By: Daniel Ames	Currency: USD
Requisition Name: 0000267027	Entered Date : 12/8/16	Requisition Total: 1,207,500.00

Header Comments:

12/8/2016; Dan Ames; Justification - This is a 5 year contract for TDOT's continued use of the BridgeWatch bridge monitoring and alert system. The current contract (# 31972) expires 5/31/2017. BridgeWatch is a web-based monitoring software solution used by TDOT to predict, identify, prepare for, manage, and record potentially destructive environmental events. This system proactively monitors, in real time, bridge infrastructure to better protect against hazardous, costly, and potentially catastrophic events.

Line: 1	Item Description: BridgeWatch Annual Monitoring Fee - Statewide Bridges; Up to 2,500 Structures	Quantity: 5.0000	UOM: YR	Price: 180,000.00	Line Total: 900,000.00
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Line Status: Open

Ship Line: 1	Ship To: 0000013152	Address:	Shipping Quantity: 5.0000
Attention: Wesley Peck	Due Date:	505 DEADERICK STREET	Shipping Total: 900,000.00
Ship Via: BEST WAY	Freight Terms: DEST	SUITE 500	
		NASHVILLE TN 37243-0343	
		United States	

Line: 2	Item Description: BridgeWatch Annual Licensing and Maintenance Fees	Quantity: 5.0000	UOM: YR	Price: 30,000.00	Line Total: 150,000.00
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Line Status: Open

Ship Line: 1	Ship To: 0000013152	Address:	Shipping Quantity: 5.0000
Attention: Wesley Peck	Due Date:	505 DEADERICK STREET	Shipping Total: 150,000.00
Ship Via: BEST WAY	Freight Terms: DEST	SUITE 500	
		NASHVILLE TN 37243-0343	
		United States	

Line: 3	Item Description: BridgeWatch Annual Monitoring Fee - Per Structure over 2,500	Quantity: 20.0000	UOM: EA	Price: 25.00	Line Total: 500.00
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Line Status: Open

Ship Line: 1	Ship To: 0000013152	Address:	Shipping Quantity: 20.0000
Attention: David Beckham	Due Date:	505 DEADERICK STREET	Shipping Total: 500.00
Ship Via: BEST WAY	Freight Terms: DEST	SUITE 500	
		NASHVILLE TN 37243-0343	
		United States	

Line: 4	Item Description: BridgeWatch - Additional User Training - Hourly Rate Including Travel	Quantity: 40.0000	UOM: HR	Price: 175.00	Line Total: 7,000.00
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Line Status: Open

Ship Line: 1	Ship To: 0000013152	Address:	Shipping Quantity: 40.0000
Attention: David Beckham	Due Date:	505 DEADERICK STREET	Shipping Total: 7,000.00
Ship Via: BEST WAY	Freight Terms: DEST	SUITE 500	
		NASHVILLE TN 37243-0343	
		United States	

Line: 5	Item Description: BridgeWatch - Professional and Consulting Services - Hourly Rate Including Travel	Quantity: 400.0000	UOM: HR	Price: 200.00	Line Total: 80,000.00
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Line Status: Open

Ship Line: 1	Ship To: 0000013152	Address:	Shipping Quantity: 400.0000
Attention: David Beckham	Due Date:	505 DEADERICK STREET	Shipping Total: 80,000.00
Ship Via: BEST WAY	Freight Terms: DEST	SUITE 500	
		NASHVILLE TN 37243-0343	
		United States	

Line: 6	Item Description: BridgeWatch - Customer Support Outside Standard Hours - Hourly Rate	Quantity: 400.0000	UOM: HR	Price: 175.00	Line Total: 70,000.00
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Line Status: Open

Ship Line: 1	Ship To: 0000013152	Address:	Shipping Quantity: 400.0000
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Requisition

Attention: David Beckham
Ship Via: BEST WAY

Due Date:
Freight Terms: DEST

505 DEADERICK STREET
SUITE 500
NASHVILLE TN 37243-0343
United States

Shipping Total: 70,000.00



Terms and Conditions

Event Number: **40100-XXXX**

Standard Terms and Conditions

Instructions to Bidders:

1. Read the entire bid, including all terms and conditions and specifications.
2. If submitting the bid by mail: All bid prices must be typed or written in ink on the Line Details portion of the Invitation to Bid (ITB); any corrections, erasures or other forms of alteration to unit prices must be initialed by the bidder.
3. If submitting the bid by mail, the bid must be manually signed in ink; failure to do so will cause rejection of your bid. If submitting the bid on-line, your electronic signature constitutes having signed the bid.
4. Bid prices shall include delivery of all items F.O.B. destination or as otherwise specified.
5. Address all inquiries and correspondence to the Purchasing Agent indicated in the Invitation to Bid.
6. I (we) agree to strictly abide by all the statutes and terms contained in the rules of the Department of General Services, Central Procurement Office which are by reference made a part hereof, in addition to the Standard and Special Terms & Conditions, and Specifications embodied in this Invitation to Bid.
7. **IMPORTANT:** By submitting the bid, the Bidder certifies compliance with the above and further certifies that this bid is made without collusion or fraud.
8. State statutes require that all bidders be registered prior to the issuance of a contract or a purchase order. Vendors/Bidders can register online at the State of Tennessee Supplier Portal:
<https://supplier.edison.tn.gov>.
9. I (We) propose to furnish and deliver any and all of the supplies, services, and/or other commodities named in the Invitation to Bid, and for which I (we) have set prices in my (our) offering.
10. It is understood and agreed that this bid, when certified by authorized signature, shall constitute an offer, which when accepted in writing by the Department of General Services, Central Procurement Office, and subject to the terms and conditions of such acceptance, will constitute a valid binding contract between the State of Tennessee and the Vendor/Contractor (bidder) submitting such offering.
11. By my (our) written signature on this bid I (we) guarantee and certify that all items included in the bid meet or exceed any and all State specifications covering such items. I (We) further agree, if awarded a contract or purchase order as a result of this bid, to deliver such commodities, service or merchandise which meet or exceed the specifications.

12. It is understood and agreed that no contract may be assigned, sublet, or transferred without the written consent of the Central Procurement Office.

13. The inclusion in any response of a limitation of remedies or liabilities clause may be cause for rejection, unless otherwise specified in this solicitation or in accordance with the provisions of *Tennessee Code Annotated* § 12-3-701 or Central Procurement Office Rules, policies or procedures.

14. All bidders have the right to inspect the bid file, prior to award, upon completion of the evaluation by the Central Procurement Office. Interested bidders should contact the Purchasing Agent following the bid opening date or once the file is open for the seven (7) day inspection period. A "File Open for Inspection" letter will be sent to all bidders detailing the bidder(s) recommended for award and the evaluated award amount(s). Upon request, a reasonable opportunity to inspect the bid file will be provided to the bidder. If there is no request to inspect the bid file by the end of the seven (7) day inspection period, the Purchasing Agent will proceed with the award.

15. Protest by Vendor: Pursuant to Tenn. Code Ann. § 4-56-103, any actual proposer may protest. Please refer to the Central Procurement Office's website to obtain a copy of the protest procedures and protest bond requirements or contact the sourcing analyst or category specialist at 615-741-1035. The website for the Central Procurement Office is as follows: http://tn.gov/generalserv/cpo/for_bidders.html

16. Bid Mailing Instructions: Each individual bid proposal must be returned in a separate envelope package or container and must be properly labeled on the outside referencing the applicable event number and the bid opening date. Bids should be mailed in a properly labeled sealed envelope to the following address:

Department of General Services, Central Procurement Office
Attn: Bidder Services
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102

17. Subject to paragraph 13, the Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106

18. Contracts are entered into solely for the convenience of the State of Tennessee. The vendor/contractor understands and agrees that the State of Tennessee, as a signatory party to a contract, is solely responsible for its performance, and that the officers and employees of the Department of General Services, Central Procurement Office, act exclusively as agents of the State for the award, consummation, and administration of contracts and are not personally liable for any performance or nonperformance by the State.

19. A bid must be received in the Central Procurement Office on or before the date and hour designated for the bid opening or the bid will be rejected.

20. The Central Procurement Office may reject any or all bids. Action to reject all bids shall be taken only for unreasonably high prices, errors in the Invitation to Bid (ITB), cessation of need, unavailability of funds, or any other reason approved by the Procurement Commission. The Procurement Commission has authorized rejection of all bids for failure to secure adequate competition. If an ITB is to be re-advertised, all prior bids shall remain closed to inspection until the evaluation of the re-advertisement is complete.

21. All present and former employees or officials of the State are referred to Tennessee Code Annotated 12-4-103.

22. Any individuals with disabilities who wish to participate in public meetings such as a scheduled pre-bid conference or other scheduled function should contact the Central Procurement Office to discuss any auxiliary aids or services needed to facilitate such participation. Such contact may be in person, by writing, telephonically, or otherwise, and should be made no less than ten (10) days prior to the scheduled event, to allow time for the Central Procurement Office to provide such aid or service.

23. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State Constitutional and/or statutory law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in the performance of the Contract or in the employment practices of the vendor/contractor. The vendor/contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and applicants, notices of non-discrimination.

24. TAXES: Purchases of goods by the State of Tennessee are exempt from Tennessee sales and use tax pursuant to Tenn. Code Ann. 67-6-329(a) (4), and the state is generally exempt from Federal excise tax. Contractors are subject to Tennessee sales and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchased by the contractor, produced by the contractor, or provided to the contractor by the State, pursuant to Tenn. Code Ann. 67-6-209. The contractor agrees to pay all taxes incurred in the performance of an awarded contract.

State agencies which procure products for the purpose of resale shall register with the Department of Revenue. Upon registration the agency will issue resale certificates to the successful contractor(s) for products procured for resale. The agency is responsible for the collection of the appropriate sales or use tax when the product is sold.

25. Exceptions to terms and conditions and/or those proposed by the bidder which may vary from the invitation to bid may render the bid unresponsive and subject the bid to rejection.

26. Unless otherwise stated, all goods called for by a purchase order must be tendered in a single delivery in compliance with the delivery time specified and payment is due only on such tender. Partial shipments and/or back orders will only be accepted with receiving agency's prior authorization.

27. All products, materials, supplies and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available as of the date of the bid opening, unless otherwise stated in this event.

28. Manufacturers of chemical products which are the subject of purchase contracts for the State of Tennessee shall list and maintain a material safety data sheet (MSDS) for such chemical products on the national MSDS search repository or on the manufacturer's website so that such information can be accessed by means of the Internet. A site operated by or on behalf of the manufacturer or a relevant trade association is acceptable so long as the information is freely accessible to the public. In lieu of posting a MSDS on MSDSSEARCH, a bidder shall include the manufacturer's universal resource locator (URL) for its MSDS in the event. For purposes of this MSDS requirement, the Department of General Services recognizes the following URL for national MSDS search repository: MSDS-SEARCH, which can be accessed on the internet at: <http://www.msdssearch.com>.

29. Conflict of Interest: The State may not consider a solicitation response from an individual who is, or within the past six (6) months has been, a state employee. For purposes of this solicitation, an individual shall be considered to be a "state employee" and prohibited from submitting a response to this solicitation for six (6) months after such time as all compensation for salary, termination pay, and annual leave has been paid to such state employee. A contract with or a solicitation response from a company, corporation, or any other contracting entity in which a controlling interest is held by a state employee shall be considered to be a contract with or a solicitation response from a state employee as though the state employee were submitting a response or entering a contract on his or her behalf. Notwithstanding the foregoing, a contract with or a solicitation response from a company, corporation, or any other contracting entity that employs an individual who does not own a controlling interest in such entity and who is, or within the past six months has been, a state employee shall not be considered a contract with or a solicitation response from a state employee and shall not constitute a prohibited conflict of interest.

30. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The contractor agrees that it will be subject to the exclusive jurisdiction of the courts of Tennessee in actions that may arise under this contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Section 9-8-101 through 9-8-407.

31. State and Federal Compliance: The contractor shall comply with all applicable state and federal laws and regulations in the performance of this contract.

32. Professional Licensure and Department of Revenue Registration: All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration and evaluation by the State as a part of a proposal in response to this solicitation, shall be properly licensed to render such opinions. Before the Contract resulting from this solicitation is signed, the apparent successful Proposer (and Proposer employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Proposer to submit evidence of proper licensure. Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

33. Prohibition of Illegal Immigrants: The requirements of State of Tennessee's Public Acts, 2006, Chapter Number 878 and Executive Order 41 addressing the use of Illegal Immigrants in the performance of any contract to supply goods or services to the State of Tennessee, shall be a material provision of this contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this contract.

As required by Public Acts, 2006, Chapter Number 878, no person may enter into a contract to supply goods or services to the State without first attesting in writing that the person will not knowingly utilize the services of Illegal Immigrants in the performance of this contract, and will not knowingly utilize the services of any subcontractor who will utilize the services of Illegal Immigrants in the performance of this contract. For purposes of this contract, "Illegal Immigrant" shall be defined as any person who is not either a United States citizen, a lawful permanent resident, or a person whose physical presence in the United States is authorized or allowed by the department of homeland security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the contract. The contractor hereby attests, certifies, warrants, and assures that it shall comply with this term and condition for the entire contract period.

The contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or

submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract. The contractor may appeal the imposition of the one-year prohibition by utilizing an appeals process established by the Commissioner of Finance and Administration.

As per Executive Order 41, the contractor shall be required to submit semi-annual Attestation Forms and obtain a signed Attestation Form from any subcontractor prior to the use of the subcontractor and semi-annually thereafter during the contract period. The records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State. Records shall include but are not limited to the following:

Documentation on contractors' employees and subcontractor personnel working on this contract showing that they are legal to work in the United States and payroll records.

Signed and dated Attestation Forms for your company that have been submitted to the Central Procurement Office and Attestation Forms obtained from subcontractor(s).

Note: The contractor shall be required to obtain prior approval to subcontract from the Central Procurement Office.

By authorized signature on this Invitation to Bid the contractor constitutes signing the Attestation Form for the initial six (6) months of the contract period. The contractor shall be required to submit signed Attestation Forms on a semi-annual basis from the start date of the contract period through to its completion date to the Central Procurement Office. Such attestations shall be maintained by the contractor in a permanent file on the vendor premises and made available to State officials upon request. The State of Tennessee provides an "approved Attestation Form" to support the reaffirmation process. The form can be accessed and printed from the internet at http://tn.gov/generalserv/cpo/for_bidders.html

34. Modifications and Amendments: This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Chief Procurement Officer, the Commissioner of Human Resources, and the Comptroller of the Treasury).

35. Records: The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

36. Monitoring: The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

37. HIPAA Compliance: The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules").

a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.

b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by

the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver such information without entering into a business associate agreement or signing another such document.

d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

Special Terms and Conditions

1. F.O.B. Destination (Agency Term Contract)

F.O.B. Point: Wesley Peck

Agency Name: Tennessee Department of Transportation

Address: 505 Deaderick Street Nashville, TN 37243

2. Debarment and Suspension

The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

3. Term of Contract - Multi-Year

Total Number of Years if all Options are Exercised: 5

Start Date: 06/01/2017

Final End Date: May 31, 2022

The anticipated effective (start) date and expiration (end) dates of the contract are shown above. If award has not been made by the anticipated effective date, then the contract shall become effective upon the date the bid is accepted and contract awarded by the State, as indicated by the purchasing agent's signature on the contract notice of award (note: the change of effective date may not result in a change of the anticipated expiration date.)

It is understood and agreed that the State reserves the right to extend the term contract period resulting from this solicitation an additional period of time, not to exceed 180 days beyond the normal expiration date of such contract, upon mutual written agreement by both parties, under the same terms and conditions. Provided, however, in no event shall the maximum term of a contract exceed a total of sixty (60) months.

4. Volume, Multi-Year

The total purchases of any individual item on the contract are not known. The Central Procurement Office has attempted to give an accurate estimate of probable purchases of each item from the current contract period and projected estimates for the new contract period. The Central Procurement Office

does not guarantee that the state will buy any or all estimated amounts of any specified item or any total amount.

Purchases Current Contract Period \$ 844,800.00

Dates: From June 01, 2012 To October 27, 2016

Estimated Funding New Contract Period

1st 12 MONTHS \$ TBD

2nd 12 MONTHS\$ TBD

3rd 12 MONTHS\$ TBD

4th 12 MONTHS\$ TBD

5th 12 MONTHS\$ TBD

The vendor/contractor will only be paid for products or services rendered hereunder pursuant to purchase order releases issued to vendor/contractor from the state. The vendor/contractor is not entitled to be paid the maximum liability for any one year under the contract or any extensions of the contract for product or service not requested by the state. Maximum liability represents available funds for payment to vendor/contractor and does not guarantee payment of any such funds to the vendor/contractor per year under this contract unless the state requests product or service and vendor/contractor provides said product or service. The state is under no obligation to request product or service from vendor/contractor in any specific dollar amounts per year under this contract and the state may not request any product or service at all from vendor/contractor during the contract period.

5. Bids Requested on Standard State Specifications for Products and/or Services

Unit price bids are requested on products or services that equal or exceed (unless specifications limit the dimensions or brand(s)/model(s) of products to be bid). The absence of detailed specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used. All interpretations of specifications shall be made from this statement. It is understood that the specifications or references to available specifications shall be sufficient to make the terms of such specifications binding on the vendor/contractor. Bidders must submit for bid evaluation applicable cuts, sketches, descriptive literature, and technical specifications covering the product offered, when applicable. Reference to literature submitted previously will not satisfy this requirement.

Bids requested on architect/engineer/designer specifications, if applicable. Bids are requested per architect/ engineer/designer's specification attached. Bids are to be lump sum and/or unit prices as shown on the price sheet. Any errors or omissions in plans or specifications shall be resolved prior to submission of a bid. Submission of a bid shall constitute agreement and compliance with such specifications and plans. All shop drawings and product sheets required by specifications shall be submitted to architect/engineer/designer prior to fabrication and/or installation.

6. Bid Offer Expiration

Enter the expiration date of your bid offer in the space provided on this Invitation to Bid. A minimum period of thirty (30) days from the bid closing date is requested. The state shall have sixty (60) days to accept the bid if a minimum period is not stated.

7. Freight F.O.B. State Agency (Dock)

All quotations shall be F.O.B. destination. The term F.O.B. shall mean delivered and unloaded onto the receiving dock of the agency listed, with all charges for transportation and unloading prepaid by the vendor/contractor.

8. Bidder's Qualification

Bidders must, upon request of the state, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions and specifications. The Assistant Commissioner, Department of General Services, Central Procurement Office, reserves the right to make the final determination as to a bidder's ability to perform.

9. Inspection/Facilities

The Central Procurement Office may inspect the facilities of any bidder or may require additional information regarding a bidder's ability to perform the proposed contract. Bids may be rejected for lack of apparent ability to perform the proposed contract.

10. Substitution

Substitution of one or more goods, brands or manufacturers after the contract is awarded is expressly prohibited unless approved in writing by the State. The State may, at its discretion, require the contractor to provide one or more substitute goods of equal quality, subject to the approval by the State, for the same price and on the same delivery terms, if one or more goods for which the contract was awarded becomes unavailable to the contractor.

11. Inspection of Materials, Equipment and Products

All materials, equipment, and products are subject to inspection and testing. Items that do not meet specifications will be rejected. Failure to reject upon receipt does not relieve the vendor/contractor of liability. When subsequent tests after receipt are conducted and when such tests reveal damage or failure to meet specifications, the state may seek damages regardless of whether a part or all of the merchandise has been consumed.

12. Negotiations

The State may elect to negotiate by requesting revised Cost Proposals from apparently responsive and responsible respondents. However, the State reserves the right to award a contract on the basis of initial responses received. Therefore, each response should contain the respondent's best terms from a price and technical standpoint. The State reserves the right to conduct multiple negotiation rounds. If the State exercises its right to enter into negotiations, it may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications and/or requirements. The State may seek to clarify those identified issues during negotiations. All responsive respondents will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other price or service level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other method that does not reveal individual respondent pricing. During target price negotiations respondents are not obligated to meet or beat target prices, but will not be allowed to increase prices. All communications, clarifications and negotiations shall be conducted in a manner that supports fairness in response improvement. Note that each clarification sought by the State may be unique to an individual respondent.

13. Department of Revenue Registration

The contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

14. Bid Rejection

The Central Procurement Office reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids, if such action would be in the best interest of the state.

Errors: Each correction made by the bidder on the bid response must be initialed in ink by each correction. No corrections will be made in pencil. No bid or line item shall be altered or amended

after the bid opening. In the case of errors in the extension price, the unit price will govern. Failure to comply with the above may be cause for rejection of part or the entire bid.

15. Single Award

A single contract for all line items will be awarded to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid. Prices shall be calculated as follows: The bidders unit bid price shall be multiplied by the line item quantity to obtain the line item total. If more than one line item is included in the bid document, each line item total shall be added together for a total price for all line items bid. The bidder must bid all line items to be considered for an award.

16. Award Criteria

An award shall be made to the lowest responsive and responsible bidder considering the following:

Ability to Perform
Conformity to Specifications
Lowest Cost

17. State Contract Administrator

Questions or problems arising from bid procedures or subsequent order and delivery procedures should be directed to:

State of Tennessee
Department of General Services, Central Procurement Office
3rd Floor, William R. Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Attn: Chris Benson

18. Purchase Order Releases (Agency Term Contract)

Orders for products or services that are included on agency term contracts shall be prepared by agencies on Departmental Purchase Release Orders and forwarded to the vendor/contractor. These purchase orders, when received by the vendor/contractor, serve as authorization for shipment of product(s) or start of service.

Billing Instructions:

The vendor/contractor shall invoice the state only after product has been received by the user agency or upon completion of the service described in the purchase order/contract, unless otherwise authorized in writing by the user agency and as required below prior to any payment.

The contractor shall submit an invoice, with all necessary supporting documentation, to the state agency billing address. Such invoice shall clearly and accurately detail the following required information:

1. Invoice/reference number; (assigned by the contractor);
2. Invoice date;
3. Contract and/or purchase order number; (assigned by the state);
4. Account name;
5. Procuring state agency and division name;
6. Account/customer number (uniquely assigned by the vendor/contractor);
7. To the above-referenced account name;
8. Contractor name;
9. Contractor Identification Number; (as referenced in the contract);
10. Contractor contact (name, phone, and/or fax for the person to contact with billing questions);

11. Contractor remittance address;
12. Description of delivered product(s) or service; and
13. Total amount due for delivered product(s) or service.

The contractor understands and agrees that the invoice shall;

- Include only charges for service described in contract or Purchase Order and in accordance with payment terms and conditions set forth in the contract or purchase order;
- Not include any future work but will only be submitted for completed service, unless otherwise authorized in writing by the user agency; and
- not include sales tax or shipping charges (unless otherwise stipulated in the contract or purchase order).

Payment: The contractor agrees that timeframe for payment (and any discounts) begins when the state is in receipt of a correct invoice meeting the minimum requirements above. It shall be the responsibility of the "bill to" agency to make payment in accordance with the Prompt Payment Act of 1985. Any questions concerning payment should be addressed to the "bill to" agency and not to the Central Procurement Office.

19. Contract Cancellation

Termination for Convenience: The State may terminate this contract without cause. Said termination shall not be deemed a breach of contract by the State. The State shall give the vendor/contractor at least thirty (30) days written notice before the effective cancellation date.

The vendor/contractor shall be entitled to receive compensation for product(s) shipped or services satisfactorily completed as of the cancellation date, but in no event shall the state be liable to the vendor/contractor for compensation for any product(s) or services which have not been rendered.

Upon such termination, the vendor/contractor shall have no right to any actual general, special, incidental, consequential, or any other claims whatsoever of any description or amount.

Termination for Cause: If the vendor/contractor fails to fulfill its obligations under this contract in a timely or proper manner, or if the vendor/contractor violates any terms of this contract, the State shall have the right to immediately terminate the contract upon written notice of intent to cancel. The State shall have the right to withhold payment in excess of fair compensation for completed services. Notwithstanding the above, the contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this contract by the contractor.

At the end of any fiscal year any contract may be canceled by the state without notice, in the event that funds to support the contract become unavailable.

The vendor/contractor will be required to honor all purchase orders that were prepared and dated prior to the date of the termination, if received by the vendor/contractor within a period of thirty (30) days following the date of cancellation.

20. Subcontracting

The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without obtaining the prior written approval of the Central Procurement Office. Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work provided.

21. Specifications Govern Over Brand Names Listed

The acceptable brands and model numbers are believed to meet all written specifications; however, if an error exists, the specifications will govern.

22. Service Contracts: Conflict of Interest

The contractor warrants that no part of the total contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the contractor in connection with any work contemplated or performed relative to this contract.

23. Clean-up

Clean up shall be the responsibility of vendor/contractor. The vendor/contractor shall ensure that the work area is clean of nails, debris, etc. at the end of each day to ensure safety. The vendor/contractor will clean up and haul away all debris when the work is completed.

24. Damages

If state property is damaged, stolen or lost as a result of vendor/contractor employees' negligence and that property has to be repaired or replaced by the state, the expense for such work or replacement will be deducted from the monies due the contractor. In addition to the foregoing, the State reserves the right to pursue claims for damages through any and all legal remedies available to the State.

25. On-Site Inspection

All bidders should visit the site to take exact measurements and examine the premises to become familiar with any problems or unusual circumstances which might exist. No allowances will be made by the State for errors in quotations due to any bidder not visiting the site prior to submitting their bid. Bidders shall be responsible for their own measurements.

26. Insurance Required

The successful bidder(s) shall procure and maintain for the duration of the contract, at their own cost and expense insurance against claims for injuries to persons or damages to property including contractual liability which, may arise in connection with the performance of the work performed by the contractor, his agents, representatives, employees or subcontractors under the contract.

The insurance carrier(s) must be licensed to conduct business in the State of Tennessee. The insurance will be evidenced by an original or .pdf format document certificate of insurance. The certificate shall list the State of Tennessee as the certificate holder and must list the company name and address on file with the State. Should any of the policy coverage(s) provided have a major change, expire, or be canceled before the expiration date the Contractor shall fax or email vendor.insurance@tn.gov, a copy of their insurer's cancellation notice within two (2) business days of receipt. The State of Tennessee shall be held harmless for any injuries, claims or judgments against the contractor.

Certificates for liability coverages shall name the State of Tennessee Central Procurement Office as an additional insured. The following Insurance Coverages are required:

Workers' Compensation Insurance: a certificate shall be provided which indicates the contractor provides workers' compensation coverage in compliance with the state laws of Tennessee., and Employer's Liability with the following limits:

E.L. Each Accident\$500,000

E.L. Disease- Each Employee\$500,000

E.L. Disease - Policy Limit\$500,000

General Liability and Property Damage Insurance: Comprehensive General Liability Insurance, including but not limited to, bodily injury, property damage, contractual liability, products liability, with combined single limits of \$500,000 per occurrence with a minimum aggregate of \$1,000,000.

The successful bidder(s) shall provide the Central Procurement Office with an original certificate of insurance or .pdf format document as proof of insurance coverage, as stated above, naming the State of Tennessee, Central Procurement Office as additional insured, within ten (10) business days after

request. If the certificate of insurance is in .pdf format, it must be received directly from the insurance company.

Upon award, failure to maintain insurance coverage for the duration of the contract period may result in cancellation of the contract. In the event that the insurance policy on file in the Central Procurement Office expires or is canceled, the contractor will be required to cease work until proof of insurance is presented.

27. Fixed Bid Price for Contract Period (No Price Increase Allowed)

Bid prices must be fixed for the term of the contract, except the state shall be advised of and receive the benefit of any price decrease in excess of five (5) percent automatically. The vendor/contractor must provide written price reduction information within ten (10) days of its effective date.

28. Delivery Time (On-Time)

The contractor shall be required to maintain or to have available for their own use personnel, equipment, and products sufficient to perform "on-time" as specified in this Invitation to Bid.

29. Iran Divestment Act.

The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

30. Ownership of Software and Work Products.

a. Definitions.

(1) "Contractor-Owned Software," shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.

(2) "Custom-Developed Application Software," shall mean customized application software developed by Contractor solely for State.

(3) "Rights Transfer Application Software," shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.

(4) "Third-Party Software," shall mean software not owned by the State or the Contractor.

(5) "Work Product," shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor exclusively for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the deliverables under this Contract include Rights Transfer Application Software, the definition of Work Product shall also include such software. Work Product shall not include Contractor-Owned Software or Third-Party Software.

b. Rights and Title to the Software

(1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license granted under this Contract.

(2) All right, title and interest in and to the Work Product, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and

conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor and its employees, agents, contractors or representatives shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties.

(3) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted under this Contract.

c. The Contractor may use for its own purposes the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of performing under this Contract. The Contractor may develop for itself, or for others, materials which are similar to or competitive with those that are produced under this Contract.

31. Software License Warranty.

Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.

32. Software Support and Maintenance Warranty.

Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.

33. Extraneous Terms and Conditions.

Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.

STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE

INVITATION TO BID
EFFORTS TO ACHIEVE DIVERSITY BUSINESS ENTERPRISE PARTICIPATION

The Governor's Office of Diversity Business Enterprise (Go-DBE) is the state's central point of contact to attract and assist minority-owned, woman-owned, Tennessee service-disabled veteran owned, and small business enterprises interested in competing in the State of Tennessee's procurement and contracting activities. These diversity business enterprises are defined as follows:

Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE)

Businesses that are a continuing, independent, for profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more individuals in the minority or woman category who were impeded from normal entry into the economic mainstream because of past practices of discrimination based on race, ethnic background, or gender.

Service-Disabled Veteran Business Enterprise (SDVBE)

"Tennessee service disabled veteran owned business" means a service-disabled veteran owned business that is a continuing, independent, for profit business located in the state of Tennessee that performs a commercially useful function with at least a twenty percent (20%) disability that is service-connected meaning that such disability was incurred or aggravated in the line of duty in the active military, naval or air service.

Small Business Enterprise (SBE)

"Tennessee small business" means a business that is a continuing, independent, for profit business which performs a commercially useful function with residence in Tennessee and has total gross receipts of no more than ten million dollars (\$10,000,000) averaged over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis".

For additional program eligibility information visit,
http://www.tn.gov/businessopp/program_elig.html.

INVITATION TO BID INSTRUCTIONS

As part of this Invitation to Bid, the Respondent should complete the Diversity Utilization Plan, which begins on the following page. To assist in your effort to seek and solicit the participation of diversity businesses on this solicitation, a directory of certified Diversity Business Enterprise firms may be found on the State's website at: <http://www.tn.gov/businessopp/regdivcomp.html> or by calling Go-DBE toll free at 866-894-5026.

RESPONDENT'S DIVERSITY UTILIZATION PLAN

Respondent's Company Name:		
Solicitation Event Name:		Event Number:
Respondent's Contact Name:	Phone: ()	Email:
<p>Does the Respondent qualify as the diversity business enterprise? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, which designation does the Respondent qualify? <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVBE <input type="checkbox"/> SBE</p> <p>Certifying Agency: _____</p>		

Estimated level of participation by diversity businesses if awarded a contract pursuant to this ITB:

Diversity Business Information (List all subcontractors, joint-ventures, and suppliers)	Percent of Contract	Estimated Amount	MBE/ WBE/ SDVBE/ SBE Designation	Currently Certified (Yes or No)
Business Name:				
Contact Name:				
Contact Phone:				
Business Name:				
Contact Name:				
Contact Phone:				

If awarded a contract pursuant to this ITB, we confirm our commitment to make reasonable business efforts to meet or exceed the commitment to diversity as represented in our Diversity Utilization Plan. We shall assist the State in monitoring our performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in form and substance as required by said office. We further agree to request in writing and receive prior approval from the Central Procurement Office for any changes to the use of the above listed diversity businesses.

Authorized Signature: _____ Date: _____
 Printed Name and Title of Respondent Signatory (above) _____